

**2019-2021**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF POMONA**

**AND**

**THE POMONA POLICE  
MANAGERS' ASSOCIATION (PPMA)**



## TABLE OF CONTENTS

	PAGE
<b>PREAMBLE .....</b>	<b>1</b>
<b>I. MANAGEMENT RIGHTS.....</b>	<b>1</b>
<b>II. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES .....</b>	<b>1</b>
A. DUES AND BENEFIT DEDUCTIONS.....	1
B. TIME-OFF FOR MEETING AND CONFERRING .....	2
C. RELEASE TIME FOR POLICE MANAGERS'ASSOCIATION OFFICERS.....	2
D. USE OF CITY FACILITIES .....	2
E. USE OF CITY BULLETIN BOARDS.....	2
F. ACCESS TO WORK LOCATIONS.....	2
G. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE .....	3
H. PRIOR NOTICE OF CHANGE .....	3
<b>III. SALARY/CLASSIFICATION PLAN .....</b>	<b>3</b>
A. NEW APPOINTMENTS .....	3
B. THE SALARY STEP PLAN .....	3
C. SALARY PLAN ADMINISTRATION .....	4
D. EVALUATION DATE DEFINED .....	4
E. PAY PERIOD OF SERVICE DEFINED .....	4
F. THE PROBATIONARY PERIOD.....	5
G. ACTING APPOINTMENTS .....	5
H. RECLASSIFICATIONS .....	5
I. Y-RATING.....	6
J. PROMOTION.....	6
K. DEMOTION .....	6
<b>IV. COMPENSATION AND BENEFITS .....</b>	<b>6</b>
A. COMPENSATION.....	6
B. HOURLY RATE DEFINED.....	7
C. LONGEVITY PAY .....	7
D. OVERTIME .....	8
E. RETIREMENT .....	8
F. MAINTENANCE OF BENEFITS .....	9
G. DISABILITY PLAN .....	9
H. LIFE INSURANCE .....	10
I. DENTAL INSURANCE.....	10
J. HEALTH INSURANCE.....	10
K. CASH IN LIEU.....	10
L. SECTION 125 BENEFIT PLAN.....	11

M.	RETIREE HEALTH .....	12
N.	DEFERRED COMPENSATION PLAN .....	12
O.	TUITION REIMBURSEMENT .....	12
P.	EDUCATIONAL INCENTIVE .....	13
Q.	UNIFORM ALLOWANCE .....	14
R.	OFF DUTY/COURT ON-CALL COMPENSATION .....	14
S.	PROFESSIONAL ORGANIZATION DUES .....	14
T.	FIREARMS QUALIFICATIONS.....	14
U.	BILINGUAL PAY .....	14
V.	ONE-TIME PAYMENTS.....	15
<b>V.</b>	<b>ATTENDANCE AND LEAVES.....</b>	<b>15</b>
A.	HOURS OF WORK.....	15
B.	ATTENDANCE .....	16
C.	SERVICE ANNIVERSARY DATE DEFINED.....	16
D.	EXECUTIVE LEAVE .....	16
E.	SICK LEAVE .....	17
F.	BEREAVEMENT LEAVE .....	19
G.	HOLIDAYS.....	20
H.	VACATION LEAVE .....	21
I.	MILITARY LEAVE.....	23
J.	LEAVE OF ABSENCE WITHOUT PAY .....	23
K.	COMPENSATORY TIME OFF .....	24
L.	COMPENSATION FOR JURY DUTY.....	24
M.	MATERNITY LEAVE .....	24
N.	PATERNITY LEAVE .....	24
O.	WITNESS LEAVE.....	24
P.	PPOA LEAVE BANK .....	24
<b>VI.</b>	<b>SEPARATION FROM CITY SERVICE.....</b>	<b>25</b>
A.	MANNER OF SEPARATION .....	25
B.	LAYOFF PROCEDURE .....	25
<b>VII.</b>	<b>INDUSTRIAL INJURIES AND ACCIDENTS .....</b>	<b>27</b>
<b>VIII.</b>	<b>STANDARDS OF CONDUCT .....</b>	<b>27</b>
<b>IX.</b>	<b>DISCIPLINE AND DISCHARGE .....</b>	<b>28</b>
<b>X.</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>28</b>
<b>XI.</b>	<b>NO STRIKE CLAUSE .....</b>	<b>31</b>
<b>XII.</b>	<b>SAVINGS PROVISION .....</b>	<b>32</b>
<b>XIII.</b>	<b>BINDING ON SUCCESSORS .....</b>	<b>32</b>

<b>XIV. MAINTENANCE OF EXISTING BENEFITS .....</b>	<b>32</b>
<b>XV. CONCLUSIVENESS OF AGREEMENT .....</b>	<b>32</b>
<b>XVI. TERM OF MEMORANDUM OF UNDERSTANDING.....</b>	<b>32</b>
<b>XVII. APPROVAL AND IMPLEMENTATION BY CITY COUNCIL .....</b>	<b>33</b>
<b>SIGNATURES .....</b>	<b>33</b>
<b>APPENDIX A .....</b>	<b>34</b>

**PREAMBLE**

This Memorandum of Understanding (MOU) on wages, hours, and working conditions is between the Pomona City Council (hereinafter referred to as the "City") and the Pomona Police Managers' Association (hereinafter referred to as the "Police Managers' Association") which is the recognized employee organization for all sworn regular employees of the City Police Department who hold the rank of Police Captain and Police Lieutenant (hereinafter referred to as "affected Police employees") pursuant to Chapter 7.5 of the Pomona City Code.

In the interest of maintaining harmonious relations between the City and all affected employees, authorized representatives of the City and Police Managers' Association have met and conferred in good faith concerning wages, hours, and other terms and conditions of employment.

Authorized representatives of the City and Police Managers' Association have reached a Memorandum of Understanding regarding certain changes in existing wages, hours, and other terms and conditions of employment of affected Police employees.

The City retains all rights not specifically delegated in the provisions of this Memorandum of Understanding including, but not limited to, the right to take any desirable action with respect to any municipal affair.

**I. MANAGEMENT RIGHTS**

The City retains all rights not specifically delegated by this Agreement including, but not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; take disciplinary action for proper cause; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and, exercise control and discretion over its organization and the technology of performing its work.

An emergency shall be considered a situation requiring necessary action for the immediate preservation of the public peace, health, or safety. The determination of whether or not an emergency exists is solely within the discretion of the City.

The parties expressly agree that the City's determination to exercise those rights described herein, shall not be subject to the meet and confer process. However, the impact of exercising said rights are subject to the meet and confer process.

**II. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES**

A. DUES AND BENEFIT DEDUCTIONS. The City shall deduct dues and program contributions from the paychecks of those employees who authorize such deductions for the term of this Agreement. The language of any form by which employees authorize such deductions shall be mutually agreed upon by the City and the Police Managers' Association. Such deductions shall be on a biweekly basis, which is normally based on 24 pay periods per year. Remittance of the aggregate amount of all membership dues and benefits deductions covered

hereby shall be made as designated in writing by the Police Managers' Association within thirty (30) days after the conclusion of the pay period in which said membership dues and benefits deductions were withheld. The Police Managers' Association agrees that the City shall not be liable to the Police Managers' Association, employees, or any party by reason of the requirements of this provision for any sums other than those constituting actual deductions made from employee's wages earned.

- B. TIME-OFF FOR MEETING AND CONFERRING. The City shall provide reasonable time off without loss of pay or other fringe benefits to a reasonable number [not to exceed three (3)] duly authorized Police Managers' Association representatives for the purpose of meeting and conferring with City representatives. Any release from duty for said purpose shall have prior approval of the City. No Police Managers' Association representative shall be compensated by payment of overtime for participation in any meet and confer session. Such designated Police Managers' Association representatives shall be released for engaging in the meet and confer process one (1) hour before the scheduled time for commencement of the meeting and shall return to the performance of their duties not later than one (1) hour after conclusion of the meet and confer session. Representatives shall give reasonable advanced notice to their supervisors prior to attending any Police Managers' Association-related meeting that occurs during the employee's normal working hours.
- C. RELEASE TIME FOR POLICE MANAGERS' ASSOCIATION OFFICERS. The City shall provide for a reasonable amount of release time for Police Managers' Association officers to take care of Police Managers' Association business that the officer cannot perform during non-working hours. The City shall, at its sole discretion, determine the amount of release time that is reasonable, and the Police Managers' Association officer availing him/herself of release time shall not engage in said Police Managers' Association activities during scheduled work hours without first obtaining approval to do so from the Police Chief or his/her designee.
- D. USE OF CITY FACILITIES. The City shall provide the Police Managers' Association with reasonable use of City facilities for membership meetings, with proper advance notice, during the term of this Agreement so long as such meetings do not interfere with City services.
- E. USE OF CITY BULLETIN BOARDS. The Police Managers' Association may use City bulletin boards for matters within the scope of representation of its members so long as such use does not interfere with the City's use of such bulletin boards or cause any disruption within the City service. Materials posted by the Police Managers' Association shall not contain language reasonably regarded as containing personal attacks upon any City personnel. In the absence of any available City bulletin board, the Police Managers' Association shall be given the option of providing its own bulletin board of mutually agreed upon size, type, and location.
- F. ACCESS TO WORK LOCATIONS. Police Managers' Association officers and officially designated representatives shall have reasonable access to employee work locations for the purpose of processing grievances as provided for in this



Agreement. Such access shall be restricted so as to not interfere with the normal conduct of City services, or with established City safety or security standards.

- G. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE. The City will post the approved MOU on the City's web page as soon as it is practicable.
- H. PRIOR NOTICE OF CHANGE. Except in emergency situations, the City shall provide the Police Managers' Association with thirty (30) calendar days prior notice of significant changes in City organization, operations, policies, or rules implemented in accordance with the rights and responsibilities of Article I of this Agreement, which may affect employees covered by this Agreement.

### III. **SALARY/CLASSIFICATION PLAN**

- A. NEW APPOINTMENTS. Normally, appointments of new employees shall be made at the minimum of the appropriate pay scale/step. When the appointing authority determines that hiring of a new employee is of significant benefit to the City and can only be accomplished by hiring the applicant at a step greater than Step 1, the following procedure may be used: upon the recommendation of the Police Chief an appointment may be made at Step 2 of the salary scale. The Human Resources Director is authorized to approve the hiring of a candidate at Step 3; and only the City Manager is authorized to approve the hiring of a candidate at Step 4 or 5.
- B. THE SALARY STEP PLAN. The salary step plan as described in Section IV.B of this document shall provide a salary scale for each Police Captain and Police Lieutenant employee job classification. Such salary scale will be divided into five (5) salary level steps, which shall be interpreted and applied as follows:
  - 1. FIRST STEP. The first step salary level will be the minimum rate and shall be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve the hiring of a candidate for employment at a higher level.
  - 2. SECOND STEP. The second step salary level shall be granted to an employee after satisfactory completion of thirteen (13) pay periods of service during the probationary period. This second step must be granted prior to, or at the time of, satisfactory completion of the original probationary period.
  - 3. THIRD STEP. The third step salary level shall be granted to an employee who has proven to be fully satisfactory in a given classification for twenty-six (26) additional pay periods of service from the granting of the previous salary step increase.
  - 4. FOURTH STEP. The fourth step salary level may be granted to an employee who has proven to "exceed" employment standards in a given classification for twenty-six (26) additional pay periods of service from the granting of the previous salary step increase.
  - 5. FIFTH STEP. The fifth step salary level may be granted to an employee

who has proven to "exceed" employment standards in a given classification for twenty-six (26) additional pay periods of service from the granting of the previous salary step increase.

C. SALARY PLAN ADMINISTRATION.

1. Employees shall be compensated on a biweekly basis.
2. No employee shall receive compensation of any type while on leave of absence without pay or while absent from duty without official leave.
3. If the salary scale for a particular job classification is either increased or decreased, then all employees within that classification shall maintain the same salary step level in the adjusted salary scale.
4. To maintain any given salary step level, an employee must continue to successfully maintain the required level of performance -- that is, "Meets Standards or better". All employees shall receive at least one (1) annual written departmental performance evaluation. Additionally, the City may, at any time, assess an employee's performance by conducting a performance evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may be reduced in salary step level or demoted in job classification. Any such reduction will be re-evaluated, at the City's discretion, after a specified period of time, not exceeding one (1) year.
5. At the discretion of the Police Chief, the City may accelerate salary step advancement for individual employees.

D. EVALUATION DATE DEFINED. The Evaluation Date shall be the date on which an employee is to receive a performance evaluation in accordance with the salary step plan and/or the probationary period. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered as an appointment which establishes a new Evaluation Date.

1. This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise.
2. The Evaluation Date for any employee, who has taken a leave of absence without pay during the evaluation period for a total of eighty (80) hours or more, shall be extended by one (1) biweekly pay period for each 80 hours of absence.

E. PAY PERIOD OF SERVICE DEFINED. A pay period of service for any particular employee shall be any pay period in which the employee has spent seven (7) or more calendar days in a pay status.

This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise. Such utilization shall include, but not be limited to, application of the salary step plan, sick leave, vacation leave, and certain fringe



benefit provisions of this document.

F. THE PROBATIONARY PERIOD.

1. DEFINED. The probationary period is a working evaluation period following an employee's appointment to the City service, or appointment to a new job classification, except by virtue of a reclassification, within the City service. The length of the probationary period shall normally be for twelve (12) months unless otherwise specified by the City. Only the Police Chief or his/her designee may extend an employee's probationary period and then only for a maximum of six (6) months. In addition, said probationary period is automatically extended by the number of days that the employee has been absent with or without pay during any probationary period inclusive of the number of days an employee has worked in a light duty assignment.
2. Any appointment to or within the City service, except by virtue of a reclassification, shall not be deemed to be regular until the successful passage of an employee's probationary period. Such probationary period shall be considered as part of the employee's examination process, during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment.
3. Any appointment within the City service shall be tentative and subject to the probationary period during which any newly appointed/promoted employee may be rejected by the City without right of appeal through the City's grievance procedure if, during such probationary period, the City deems the employee unfit or unsatisfactory for regular appointment.
4. Any promotional employee rejected during the probationary period shall be reinstated to the job classification held prior to the promotion, unless the employee is discharged from City service, as provided for in this Agreement.

- G. ACTING APPOINTMENTS. The City may, at its discretion, appoint an employee to an "acting" capacity to fill a position vacant due to separation, extended illness, or leave without pay in a job classification different than that currently held by the employee. The employee shall receive a 5% salary increase or the minimum salary step of the higher classification; whichever is greater, effective on the 9th consecutive working day of acting service. Service in an acting capacity shall not continue for a period of time exceeding three hundred sixty-five (365) calendar days, nor be considered in establishing an employee's evaluation date for the purpose of applying the salary step plan.

- H. RECLASSIFICATIONS. The City may, at its discretion, reclassify any job within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Any such reclassification shall not alter an employee's Evaluation Date. Prior to a reclassification, the City's Human Resources Department shall conduct a job audit

and, when appropriate, a salary survey.

1. RECLASSIFICATION DEFINED. A reclassification is a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee. Salary scale level increase or decrease may, at the City's discretion, accompany a reclassification. Position reclassification is neither promotional nor demotional.
- I. Y-RATING. The City may, at its discretion, Y-Rate any employee in the City service. Such action shall not take effect until any employee has had sixty (60) calendar days advance notice. Upon request, the City shall meet with the employee and/or the employee's representative concerning the impact of the City's decision to apply a Y-Rate.
  1. Y-RATING DEFINED. Y-Rating is defined as occurring when an employee's current salary remains the same as long as a step or salary scale assigned to the employee's new classification exceeds the salary the employee was earning at the time of the establishment of the Y-Rate. The employee's salary may thereafter be increased to any step of the new scale that represents an increase in salary.
- J. PROMOTION. The City may, via a competitive process as defined by the Police Chief, promote any employee to a different job classification within the City service having increased duties and responsibilities, and/or higher job qualifications, and/or a higher salary scale level. Upon promotion, any employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification, provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and subject to the probationary period.
- K. DEMOTION. The City may, in accordance with this Agreement, demote any employee to a different job classification within the City service having decreased duties and responsibilities, and/or lower job qualifications, and/or a lower salary scale level. Upon demotion, any employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotion) job classification, provided that no employee shall receive a salary which exceeds the maximum salary step level established for the new job classification. A demotion shall establish a new evaluation date for purposes of applying the salary step plan, and shall reinstitute the probationary period unless the employee is demoted to a classification in which he/she has already successfully completed probation.

#### **IV. COMPENSATION AND BENEFITS**

##### **A. COMPENSATION.**

1. Effective October 1, 2015 and every October 1<sup>st</sup> thereafter, the City will implement the results of the Police Officer salary survey, not to exceed 2.5%.
2. The City shall maintain the following salary alignment of 5% between steps:  
  
Police Lieutenant - Top Step Police Lieutenant shall be 20% above Top Step Police Sergeant  
  
Police Captain - Top Step Police Captain shall be 15% above Top Step Police Lieutenant
3. Salary rates are included in Appendix A.
4. In lieu of the salary survey provision in Section IV.A.1., the City and the Association negotiated the following salary increases:
  - a. Effective October 1, 2019, the City shall increase each step within the salary scale for each employee by 5%.
  - b. Effective October 1, 2020, the City shall increase each step within the salary scale for each employee by 5%.

**B. HOURLY RATE DEFINED.**

1. BASE HOURLY RATE. For purposes of payroll computation, the base hourly rate for all affected employees shall be the applicable base salary as set forth in Appendix A multiplied by 12 and divided by 2080.
2. REGULAR HOURLY RATE. For purposes of payroll computation, the regular hourly rate for all affected employees shall be the applicable base salary as set forth in Appendix A plus any Education Incentive and Longevity pay, multiplied by 12 and divided by 2080.

**C. LONGEVITY PAY.**

1. All employees hired prior to January 1, 2002, who complete twenty (20) years of service as a sworn peace officer, which may include up to four (4) years of military law enforcement service, shall receive 14.5% of their base salary.
2. All new employees hired after January 1, 2002, who have completed twenty (20) years of service as a sworn Pomona peace officer, which may include all previous peace officer experience (excluding military law enforcement service), shall receive 10% of their base salary.
3. The longevity pay shall be paid on a bi-weekly basis and included in the employee's regular paycheck.

4. Longevity pay is calculated from base salary and is also included in the definition of "regular hourly rate" pursuant to Article IV.C.

D. OVERTIME.

1. Police Managers' Association employees shall be compensated, in cash, for overtime at a rate of time and one-half when working the Los Angeles County Fair, the Winternationals, and any other contract event or grant where the City charges overtime rates to the contractor.
2. Individuals appointed to the classification of Lieutenant after December 17, 2001 ("affected Lieutenant"), shall be eligible to receive straight time overtime only for those hours worked in excess of forty (40) each week, which specifically relate to SWAT training and/or deployment and relate to performance of assigned work on behalf of a Lieutenant or Watch Commander other than the overtime recipient (For example, if an affected Lieutenant works in excess of forty (40) hours in a week as a result of the vacation of a different Lieutenant, then said excess work hours shall be utilized to compute straight time overtime eligibility).

E. RETIREMENT.

1. The City shall continue to provide for retirement benefits for all sworn employees hired prior to July 1, 2010 through participation in the Public Employee's Retirement System (CalPERS) three percent (3%) at fifty (50) plan as established by that System.
2. Employees hired into a sworn police position by the City on and after November 19, 2010 who qualify as "classic members" in accordance with CalPERS regulations shall participate in the three percent (3%) at fifty-five (55) retirement plan, as established by CalPERS.
3. Employees hired into a sworn police position by the City on or after January 1, 2013 who qualify as "new members" in accordance with the 2013 Public Employees' Pension Reform Act (PEPRA) shall participate in the CalPERS 2.7% at 57 plan, as established by CalPERS.
4. The following provisions apply to 3% at 50 and 3% at 55 retirement plans:
  - a. Survivor Continuance pursuant to Government Code 21624 and 21626.
  - b. 1959 Survivor Benefit pursuant to Government Code 21571.
  - c. Single Highest Year pursuant to Government Code 20042.
  - d. Military service credit as public service pursuant to Government Code Section 21024.
  - e. Credit for unused sick leave pursuant to Government Code 20965.
  - f. Employer Paid Member Contribution (EPMC) pursuant to Government Code 20692.
5. The following provisions apply to the 2.7% at 57 retirement plan:

- a. Survivor Continuance pursuant to Government Code 21624 and 21626.
- b. 1959 Survivor Benefit pursuant to Government Code 21571.
- c. Military service credit as public service pursuant to Government Code Section 21024.
- d. Credit for unused sick leave pursuant to Government Code 20965.

6. RETIREMENT CONTRIBUTION.

- a. Effective July 3, 2011, employees hired into the police management units before July 3, 2011 shall pay nine percent (9%) of the City's employer contribution to CalPERS as a pre-tax salary deduction.
- b. New employees hired into the police management units on or after July 3, 2011 who qualify as "classic members" in accordance with PEPRA shall pay the member's contribution of nine percent (9%) to CALPERS as a pre-tax deduction.
- c. New employees hired into the police management unit on or after January 1, 2013 who qualify as "new members" in accordance with PEPRA shall pay the member's contribution of one-half (½) the normal cost as a pre-tax salary deduction. This rate is determined by CalPERS, may be adjusted periodically by CalPERS, and is currently 12.5%.
- d. The employee contributions described in this Article shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code in determining the tax treatment of the contribution.
- e. The parties acknowledge that what constitutes "compensation earnable" pursuant to the Public Employees' Retirement Law is determined by CalPERS subject to judicial review.
- f. The parties agree that if any portion of this Article is deemed not in compliance with CalPERS Regulations or if the Legislature passes legislation to invalidate any portion of this Article, "classic" employees shall pay nine percent (9%) of the member's contribution.

F. MAINTENANCE OF BENEFITS. The City will maintain the employee's insurance as long as the employee is in a paid status for any portion of a month.

G. DISABILITY PLAN. The City will provide a Disability Plan, which provides sixty-six and two-thirds percent (66 2/3%) of base salary with a sixty (60) day waiting period. The employee will be required to utilize available leave accruals during this sixty (60) day waiting period. If the claim is approved by the carrier, benefits begin after the elimination period has been satisfied and after all leave accruals have been exhausted. (Refer to the Disability Plan document for specific plan details and



accrual offsets).

- H. LIFE INSURANCE. The City shall provide for life insurance and accidental death and dismemberment insurance in the amount of \$200,000 for all employees, and shall contribute, as appropriate, monthly premiums for those employees having completed a full calendar month of service.

I. DENTAL INSURANCE.

1. Effective January 1, 2007, the City agrees to pay up to a maximum contribution of \$75 per month for City provided dental insurance for employee and dependents.
2. So long as they are available, the City shall continue to offer two (2) dental plans with plan selection at the employee's option.

J. HEALTH INSURANCE.

1. Health Insurance Plan Providers and Premium Contribution. CALPERS: The City shall offer health insurance coverage through the California Public Employees' Retirement System (CALPERS). The availability, terms and conditions of such programs are solely within the scope and control of the CALPERS. The City agrees to pay up to a maximum contribution of \$700 per month for City provided health insurance.
2. Married City employees may enroll in a medical plan as a family with one employee as the subscriber and one as the dependent and either 1) combine the City's \$700 contributions for medical insurance in Section IV.J.1; OR 2) the subscriber can receive the \$700 contribution and the dependent can receive cash-in-lieu subject to the provisions in Section IV.K.
3. If any other City employees' association receives a health insurance increase which exceeds the current level of the PPMA, the PPMA's health insurance contribution shall be increased to equal that of the higher City employees' association. This "me too" provision applies only to increases in the \$700 health insurance contribution and does not apply to the Section 125 Benefit Plan Contribution.
4. The parties agree to meet and confer on Article IV, Section J, K, L and/or other health related provisions to address the impacts of the Affordable Care Act other alternative legislation.

K. CASH IN LIEU.

Employees who provide the City with satisfactory proof of medical insurance coverage comparable to the City's medical insurance plan can decline in writing coverage on the City's medical insurance plans. The alternative medical coverage must meet all of the requirements of the Affordable Care Act (ACA) or successor legislation and related regulations for an eligible Opt-Out Arrangement. The



employee can take as cash the employee only premium that is equal to the least expensive City medical plan, not to exceed \$700 per month.

**L. SECTION 125 BENEFIT PLAN.**

1. An IRS Code Section 125 Benefit Plan shall be established providing employees with the opportunity, through payroll deduction, to pay for legally permissible benefits. The City shall designate a Plan administrator to administer the Plan. Any and all charges, including charges for reimbursement accounts under the plan, shall be paid by the employee for whom the charge is assessed. The City shall not be responsible for the cost of administering the Plan. The Police Managers' Association and the City shall jointly notify employees of the flexible benefit plan and of their rights and their responsibilities under the plan. Each employee must be offered opportunity to participate in the Plan.
2. The Section 125 plan will consist of the current health insurance and dental insurance plans, plus any optional insurance benefits offered by the plan administrator. Employee only health and dental coverage will be mandatory to participate in the plan, unless the employee can provide proof of coverage in a medical plan comparable plan to those offered by the City that meets the requirements of the ACA or successor legislation for an Eligible Opt-Out Arrangement.
3. Any cost for medical and dental insurance, which exceeds the City's contribution, is the responsibility of the employee and the employee will cover the cost through payroll deduction on a pre-tax basis. Any balance remaining from the City's contribution will remain with the City. The purchase of optional benefits will be the responsibility of the employee through payroll deduction reduction. No City contribution will be made towards optional benefits.
4. Section 125 Benefit Plan Contribution
  - a. Effective the first paycheck in January 2019, the City shall make a contribution to the Section 125 Benefit Plan of \$25 per month for those who enroll in single medical coverage or waive medical coverage pursuant to Article IV.K and \$225 per month for those employees who enroll in two-party or family medical coverage. Effective for benefit plan years 2020 and 2021, the City shall make a City contribution to the Section 125 Benefit Plan as follows:

Level of Medical Coverage	City Contribution effective the first pay check in December 2019	City Contribution effective the first pay check in December 2020
Waive	\$35	\$45
Single	\$45	\$65
Two-party	\$325	\$425
Family	\$425	\$625

- b. Employees who are married or are domestic partners who qualify and choose to be covered by the same medical plan shall receive the following: The employee who is enrolled as the subscriber shall receive the two-party or family contribution, whichever is applicable. The employee who is enrolled as the dependent shall receive the amount applicable to employees who waive coverage.
  - c. The Section 125 Benefit Plan Contribution may be used to pay for excess health, dental, or vision insurance premiums on a pre-tax basis or may be taken in taxable cash.
  - d. The Section 125 Benefit Plan Contribution is separate from the Health Contribution in IV.J and the Dental Contribution in IV.I. Retired City employees are not eligible to receive the Section 125 Benefit Plan Contribution.
- M. RETIREE HEALTH. The City agrees to pay the cost for health insurance for eligible retiring employee with at least twenty-two (22) years of service as a Police Officer for employees hired prior to July 1, 2011. The provisions of this Section do not apply to employees hired or promoted to this Unit on or after July 1, 2011. Said payment shall not exceed 90% of the cost for the most expensive CALPERS Health Plan for employee and one (1) dependent but shall not exceed the cost of coverage for employee plus one dependent premium. This provision will cease if/when one of the following events occur:
  - 1. If and when the City retiree becomes eligible to receive Medicare insurance this benefit (as stated in IV.M above), shall terminate and the City shall pay the current PPMA retiree health contribution as dictated by CalPERS contract.
  - 2. If and when the spouse of a deceased City retiree becomes eligible to receive Medicare insurance, this benefit (as stated in IV.M above), shall terminate and the City shall pay the current PPMA retiree health contribution as dictated by CalPERS contract.
- N. DEFERRED COMPENSATION PLAN. The City shall continue to provide a deferred compensation plan, which may be utilized by an employee on an optional basis. The City reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan, which provides for the best interests of both the employees and the City. Such plan shall be implemented without cost to the City. Effective September 15, 2019, the City shall make a contribution of \$46 per pay period to the City's deferred compensation plan for each employee in a paid status.
- O. TUITION REIMBURSEMENT.
  - 1. The City shall reimburse any requesting employee for the tuition costs of enrolling in job-related professional improvement courses or required courses in a job related degree program offered at any accredited academic institution. To be eligible for such reimbursement, the requesting

employee shall obtain prior approval of the Police Chief and the Human Resources/Risk Management Director and receive a grade of "C" (pass) or better at the completion of the course. Effective July 1, 2006, such reimbursement shall not exceed one thousand five hundred dollars (\$1,500) for Police Managers' Association employees during any fiscal year.

2. Any employee may request to attend the Federal Bureau of Investigation National Academy. Any such request shall be subject to approval of the City Manager and the City's ability to accommodate such attendance within available budget and scheduling requirements. A maximum of one (1) departmental representative may attend such Academy session in any single fiscal year.

P. EDUCATIONAL INCENTIVE.

1. Effective June 17, 2012, employees possessing an Intermediate POST Certificate or an Associate's Degree shall receive a monthly pay amount equal to three percent (3%) of the employee's base salary plus a flat amount equal to \$100.00.
2. Effective June 17, 2012, employees possessing an Advanced POST Certificate or a Bachelor's Degree shall receive a monthly pay amount equal to six percent (6%) of the employee's base salary plus a flat amount equal to \$200.00.
3. Effective February 19, 2017, employees possessing a Master, Juris Doctor or Doctorate degree shall receive an additional monthly payment of \$200.00.
4. The effective date of any educational incentive pay based upon a POST certificate will be the beginning of the pay period after the effective date on the POST certificate.
5. The effective date of any educational incentive pay based upon receipt of a college degree will be the beginning of the pay period after the effective date of the degree or the pay period after the employee provides the necessary documentation to the designated contact in the Police Department, whichever is later.
6. ELIGIBILITY. The Education Incentive Compensation policy provides that affected employees shall not be eligible to receive such compensation until successfully completing the required new employee probationary period.
7. The education incentive pay shall be paid biweekly in the employee's regular paycheck.
8. Education pay is calculated from base pay and is also included in the definition of "regular hourly rate" pursuant to Article IV.C.

Q. UNIFORM ALLOWANCE.

Effective May 28, 2017, the uniform allowance shall be \$40 per pay period. Employees must be in a paid status to receive the uniform allowance.

R. OFF DUTY/COURT ON-CALL COMPENSATION.

Each affected employee in an off duty status shall receive the following straight time compensation when in an on-call status for a court appearance.

1. There shall be two (2) hours of compensation for court on-call per day.
  - a. In the event an employee is in an on-call status and is called into court, he/she shall receive the two (2) hours on-call compensation in addition to the three (3) hours minimum court appearance time if in an off duty status for said three (3) hours minimum. If the employee reverts to an on duty status prior to completion of the three (3) hour minimum, he/she shall be compensated for actual court appearance time prior to his/her reversion to an on duty status.
  - b. An employee shall be compensated for no more than one (1) on-call subpoena in the morning or afternoon hours of the same court day.
2. At no time shall an employee receive on-call compensation when in an on duty status, whether it be his/her regularly assigned shift or a contracted overtime assignment.

Absent written authorization to do so by a supervisor, an employee in an on-call status who elects to appear in court shall receive no more than one hour of straight time compensation.

S. PROFESSIONAL ORGANIZATION DUES.

1. The City shall pay for Police Captains' annual membership cost of participating in any professional organization approved by the City Manager.
2. The City shall pay the annual cost for membership dues in a professional organization for Police Lieutenants for two (2) organizations per year for participating in any professional organization approved by the Police Chief.

T. FIREARMS QUALIFICATIONS. The City shall pay \$8.00 per month for each month in which affected employees meet or exceed minimum department standards for firearms proficiency as determined by the Police Chief.

U. BILINGUAL PAY

- a. Effective February 19, 2017, an employee in the unit who has the ability to

fluently converse in one of the designated languages and used the language for work shall receive additional compensation in the amount of \$1,250 per year, if approved by the Police Chief. Effective September 15, 2019, the bilingual compensation shall be \$58 per pay period.

- b. The designated languages are: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American Sign Language. The City reserves the right to expand the category of accepted languages that shall qualify for additional compensation.
- c. This additional compensation shall be paid to the qualifying employee over 26 pay periods during the fiscal year. The employee must be in a paid status to receive bilingual pay.
- d. The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation.
- e. In the event that an affected employee is fluent in more than one of the accepted languages, the employee shall not receive additional compensation for multiple language ability. The multilingual compensation shall be limited to \$1,250 per year. Effective September 15, 2019, the multilingual compensation shall be limited to \$58 per pay period.

#### **V. ONE-TIME PAYMENTS.**

- 1. Fiscal Year 2019/20 – Effective the pay period beginning October 13, 2019 (pay date November 7, 2019), a one-time payment of \$500 will be made to each active employee in a paid status in the pay period the payment is made.
- 2. Fiscal Year 2020/21 - Effective the pay period beginning June 21, 2020 (pay day July 16, 2020), a one-time payment of \$500 will be made to each active employee in a paid status in the pay period the payment is made.
- 3. The payments will not be reported to PERS as compensation (i.e. they are not "PERSable"). Employees who change bargaining units are only eligible for a single, one-time payment each year.

#### **V. ATTENDANCE AND LEAVES**

##### **A. HOURS OF WORK.**

- 1. The basic work week shall consist of four (4) ten-hour days or forty (40) hours per week, unless specifically modified herein. However, employees for whom the Police Chief deems a different schedule to be desirable or necessary shall work according to such other schedule.
- 2. Lunch periods and break periods shall be as scheduled by the Police Chief,



or designee.

3. WORK FURLOUGH PROGRAM.

- a. Effective June 29, 2014, the work furlough program was discontinued.
- b. The following provisions will apply to remaining hours, if any, in the "Furlough Bank":
  - (1) Furlough hours shall be used and scheduled in a manner consistent with scheduling vacation.
  - (2) Furlough hours have no cash value.
  - (3) Furlough time shall count as hours worked for the purpose of calculating leave accruals, retirement, overtime, compensatory time off, and any other benefits provided under the terms of the Memorandum of Understanding. Education Incentive and Longevity Pay shall be paid when furlough hours are taken. Employee's full monthly salary shall be reported to CALPERS.

B. ATTENDANCE. Employees shall work the schedule assigned unless granted official leave by the Police Chief, or designee.

C. SERVICE ANNIVERSARY DATE DEFINED.

1. The Service Anniversary Date for any particular employee shall be: the first day of the pay period any calendar month in which the employee is appointed to the City service if such appointment occurred during the first week of that pay period; or the first day of the pay period immediately following the employee's appointment to the City service if such appointment occurred during the second week of a pay period.
2. Employees will accrue 100% of their leave entitlement if they are in a paid status for the entire biweekly pay period; however, employees will be credited with a prorated amount of leave entitlement equivalent to the percentage of time in a paid status. For example, if the employee is only in a paid status for one (1) week of the pay period, the employee will accrue 50% of the accruals.
3. The Service Anniversary Date for any employee not present for duty nor in a pay status for seven (7) or more calendar days in any pay period shall be advanced forward one (1) pay period.

D. EXECUTIVE LEAVE.

1. Police Managers' Association shall use executive leave subject to the scheduling approval of the Police Chief or appropriate supervisor. Such



executive leave shall be accrued from the first day of employment according to Article V.C – Service Anniversary Date Defined.

Effective August 10, 2014, employees shall accrue executive leave on a biweekly basis as follows:

Police Captain	6 hours per pay period
Police Lieutenant	4 hours per pay period

2. In no case shall accrued executive leave exceed the amount which can be accrued for three (3) fiscal years (468 hours for Police Captains or 312 hours for Police Lieutenants).
3. Upon separation from service, Employees will be compensated for a maximum of eighteen (18) months of accrued executive leave.

E. SICK LEAVE.

1. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury requiring the employee's attendance of a member of the employee's immediate family, and medical, dental and optical appointments to the extent that such appointments are scheduled to create the least disruption in the work day.
  - a. An employee's immediate family shall consist of the employee and the employee's spouse and their children, step-children, mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home, or other members of the employee's family primarily dependent upon the employee.
2. SICK LEAVE USE.
  - a. An employee may be granted sick leave only in case of actual sickness as defined in Article V.E.1. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
  - b. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one (1) hour after the time established as the beginning of the employee's workday, unless the City determines that the employee's duties require more restrictive reporting.
  - c. Sick leave shall not be granted to any employee absent from duty as the result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.

- d. Sick leave shall not be granted to any employee after separation from City service or during an authorized leave of absence without pay, or during any unauthorized absence from duty.
- e. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- f. In the event that an employee has applied for sick leave use for three (3) or more consecutive scheduled working days, the City may require a physician's certification describing the functional limitations of the employee that entitled the employee to leave from work for medical reasons or which limited the employee's fitness to perform his or her present employment provided that no statement of medical cause is included in the information disclosed. The City may require such certification for less than three (3) consecutive scheduled working days of sick leave, at the sole discretion of the employee's immediate supervisor. The City may, however, require such certification regarding sick leave use at any time.

3. SICK LEAVE ACCRUAL.

- a. All Police Managers' Association employees shall accrue 3.693 per pay period of sick leave, beginning on the Service Anniversary Date. (See Article V.C - Service Anniversary Defined).
- b. Sick leave may be accrued to a maximum of two thousand (2,000) hours.
- c. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Agreement.
- e. Sick leave shall not be accrued by any employee absent from duty during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

4. REIMBURSEMENT FOR ACCRUED SICK LEAVE. Employees who have at least 10 years of service with the City shall be compensated at the regular rate of pay at full value for up to 50% of accrued sick leave upon service, disability or industrial disability retirement. Employees must have at least 500 hours of unused accrued sick leave and can be compensated for a maximum of 2,000 of unused accrued sick leave. The remaining unpaid sick hours shall be converted to service credit pursuant to Government Code Section 20965.

5. SICK LEAVE CONVERSION.

- a. Under Article V.E.5.b. (1), any employee having a sick leave balance of 192 hours or more on the pay period ending closest to November 1, of each year shall be eligible to convert the accrued leave to vacation.
- b. This conversion program applies to sick leave hours earned but not used in the previous 12 months.
  - (1) Such sick leave shall be converted at the rate of two (2) sick leave hours for one (1) vacation leave hour not to exceed 60 hours of additional vacation.
  - (2) Any vacation earned by virtue of this conversion program shall be taken in accordance with Article V.H of this Agreement.
- c. Employees may elect to sell back sick leave based on the formula in Article V.E.5.b (1) provided the employee has a minimum of 200 hours of accrued vacation leave and the employee does not require additional vacation leave. Payment for sick leave sold back will be made by the first payday in December.

- 6. During labor negotiations, the City may discipline or discharge any employee who obtains or attempts to obtain, sick leave benefits by falsification. Any employee so disciplined or discharged shall not have any right of appeal as otherwise provided in this document. This provision is not intended to deny any employee's rights as provided by State Law.

- F. BEREAVEMENT LEAVE. An employee is entitled to a leave of absence on account of the death of a member of their immediate family, not to exceed four (4) days or five (5) days if out-of-state travel is required.

No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other provisions of this Agreement.

- 1. An employee's immediate family shall consist of the employee and employee's spouse, and their children, step-children, mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.

Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

Additionally, employees may utilize sick leave or vacation leave, if additional leave is needed due to the death of an immediate family member as defined under Article V.E.2 and V.H.

G. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time basis at the regular rate of pay:
  - a. January 1, New Year's Day
  - b. The third Monday in January, known as Martin Luther King Jr., Day. Employees who work this day shall receive one (1) day of compensatory time. PPMA employees joining the City/PPMA after December 17, 2001, who work this day shall receive Holiday Pay.
  - c. February 12, known as Lincoln's Birthday
  - d. The third Monday in February, known as Washington's Birthday
  - e. The last Monday in May, known as Memorial Day
  - f. July 4, Independence Day
  - g. The first Monday in September, known as Labor Day
  - h. September 9, known as Admissions Day
  - i. November 11, known as Veterans' Day
  - j. The Thursday in November appointed as Thanksgiving Day
  - k. The day after Thanksgiving Day
  - l. December 24, known as Christmas Eve
  - m. December 25, known as Christmas Day
2. In the event that any of the above holidays falls on a Sunday, the first work day following will be observed as the holiday. In the event that any of the above holidays falls on Friday or a Saturday, the preceding workday will be observed as the holiday. For the Christmas and New Year's holidays, the City reserves the right to schedule the date of observance immediately before or after such holiday, so as to cause the least disruption to City services and the public.
3. For purposes of this article, a work day shall equal the employee's normally scheduled daily hours of work.
4. In the event that a holiday falls on an employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to receive holiday pay on a straight-time, hour-for-hour basis in addition to regular pay or a day off in lieu thereof, at the City's discretion.
5. Employees who take a holiday off from work shall receive holiday credit for the full work day. Employees who work a holiday shall receive ten (10) hours of holiday pay for the full work day.
6. Police Lieutenants who are required to work on a holiday shall receive "holiday earned pay" in addition to the compensation earned by the employee pursuant to City rules, regulations, and policies as a result of working on the designated holiday. Said "holiday pay" shall consist of ten (10) hours of straight time at the regular rate of pay. Further, and to the extent that the employee's compensatory time off account allows for accumulation of additional hours of compensatory time off, the employee working a designated holiday shall have the option of receiving said holiday

pay compensation in the form of cash or compensatory time off, or in any combination thereof at the employee's option.

H. VACATION LEAVE.

1. VACATION USE.

- a. All employees shall be entitled to annual vacation leave with pay as provided in this document.
- b. Scheduling of employee's vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.
- c. Vacation leave shall be granted in 15-minute increments.
- d. Vacation leave shall not be granted to any employee during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.
- e. Vacation leave shall not be granted to any employee during the first thirteen (13) pay periods of the employee's original probationary period. However, on the successful completion of the probationary period, the employee shall be granted vacation leave equivalent to the amount the employee would have earned during this period.

2. VACATION ACCRUAL.

- a. All employees shall accrue vacation leave, beginning on their Service Anniversary Date (See Article V.C - Service Anniversary Defined), for each biweekly pay period of service as a City employee as provided below. Such accrual shall take place on a biweekly basis.
- b. An employee in this unit of representation who has been employed by the City for less than three (3) full consecutive years shall not accrue any vacation leave benefits, except that individuals with at least three (3) full consecutive years of service as a peace officer contiguous with being a lateral hire directly into this unit of representation shall accrue vacation leave upon successful completion of their probationary period at the rate of 80 hours per year for their first five (5) full consecutive calendar years of employment with the City of Pomona.
- c. At the commencement of the fourth (4) consecutive year of employment with the City and concluding with completion of the fifth (5) such year of employment, an employee in this unit of representation shall accrue vacation leave at a rate of 120 hours per year.



- d. At the commencement of the sixth (6) consecutive year of employment with the City and concluding with completion of the eighth (8) such year of employment, an employee in this unit of representation shall accrue vacation leave at a rate of 160 hours per year.
  - e. At the commencement of the ninth (9) consecutive year of employment with the City and concluding with completion of the fifteenth (15) such year of employment, an employee in this unit of representation shall accrue vacation leave at a rate of 200 hours per year.
  - f. At the commencement of the sixteenth (16) consecutive year of employment with the City and extending through the remaining years of employment, an employee in this unit of representation shall accrue vacation leave at a rate of 230 hours per year.
3. Accrued vacation leave shall not exceed 720 hours on June 30 of any fiscal year, unless the employee is not able to take vacation leave due to a denial of a vacation leave request based upon operational needs of the Department/City. All hours in excess of 720 on June 30 will be lost unless a denial of vacation leave based upon the above criteria has occurred. If such denial occurs, only those hours denied will be allowed to exceed the 720 limitation. Bi-weekly vacation accruals are not affected by this provision and do not cease upon reaching 720. Nothing herein is intended to change, alter, or modify the practice as it existed prior to the adoption of this memorandum of understanding.
4. ANNUAL VACATION BUY BACK.
- a. Each year, employees may make an irrevocable election to sell back vacation leave accruals anticipated to be earned in the subsequent calendar year.
  - b. Employees must have at least 300 hours of vacation leave as of the last pay period ending in October to be eligible to sell back vacation leave.
  - c. The employee may elect to sell back up to 80 hours of leave anticipated to be accrued from the first pay period ending (PPE) in January through the first PPE in November.
  - d. The employee must submit an irrevocable election form to the Finance Department Payroll Unit no later than December 1 (or the Monday after if December 1 falls on a day City Hall is closed).
  - e. Payment shall be made by the first paycheck in December of the year it was accrued.
  - f. The election cannot be changed once made and submitted to Payroll



in order to comply with Internal Revenue Service (IRS) requirements related to cash-outs of accrued leave.

- g. The payment made will not exceed vacation hours actually accrued during the eligible period. The sell back may not reduce the vacation leave balance below 300 hours.
- h. The timeline for 2020 is provided below based upon the deadlines described above and will follow a similar pattern in future years.

Date	Action
October 26, 2019	Must have accrued at least 300 hours of vacation to be eligible to sell back.
December 2, 2019	Must submit irrevocable election form to Finance Department/Payroll by this date.
PPE 1/4/2020 through PPE 11/7/2020	Must accrue the number of hours requested for sell back.
December 3, 2020	Receive payment by this date.

- 5. Upon separation from service, an employee will be compensated for their vacation leave balance. Such compensation shall be at the employee's regular hourly rate of pay at the time of separation.
- 6. In the event that a holiday recognized in this document occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used by the employee.
- I. MILITARY LEAVE. The State Military and Veterans Code shall govern the City's granting and an employee's use of military leave.
- J. LEAVE OF ABSENCE WITHOUT PAY.
  - 1. Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for a leave of absence without pay. A leave of absence without pay shall normally not exceed a period of one (1) year and shall be for the specific purpose of obtaining improved job training, or recuperating from an extended illness (for which all available leave has been exhausted), or for attending to urgent personal affairs. However, in a case of special or extenuating circumstances, an employee may apply for additional leave for a specific period of time. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service without the employee having any rights to administratively or civilly contest said resignation. No leave of absence without pay shall be utilized to permit an employee to engage in non-City employment except where the employment is an internship and/or advanced training, which enhances City job skills. The City shall have sole discretion to approve or disapprove any such request or any extension of said approved leave.

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- a. Leave During Use of Catastrophic Donation Time. Employees who have exhausted all accrued time must submit to the appropriate immediate supervisor a written request for a leave of absence without pay. The maximum amount of leave of absence without pay as described in the Article VII will run concurrently with Catastrophic donations.
  2. Any employee having been granted a leave of absence without pay, who does not report for work within three (3) work days after the expiration of said leave, shall be considered to have resigned from the City service at 6:00 p.m. on the 3<sup>rd</sup> day. Normally, no administrative or civil method shall exist by which to contest said resignation.
  3. No employee may intermittently use accrued leave in order to retain City health insurance.
- K. COMPENSATORY TIME OFF.
1. PPMA employees are not eligible to earn compensatory time.
  2. Any compensatory time earned while employed with the City prior to promotion into PPMA shall be cashed out at the regular rate of pay in effect immediately prior to promotion.
- L. COMPENSATION FOR JURY DUTY. Any employee called to serve as juror shall receive compensation from the City for a difference between the pay received as a juror, except payment for mileage, and the employee's regular monthly salary.
- M. MATERNITY LEAVE. Maternity leave benefits are covered by the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1994, and the Pregnancy Disability Act. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 – Family and Medical Leave Policy.
- N. PATERNITY LEAVE. Paternity leave benefits are covered in the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act of 1993. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 – Family and Medical Leave Policy.
- O. WITNESS LEAVE. Employees shall receive regular pay for hours of absence from work resulting from being subpoenaed to testify as a witness in a job-related court case.
- P. PPOA LEAVE BANK
1. Employees in the unit represented by the Pomona Police Officer's Association, Inc. (PPOA) have created a "Leave Bank". This "Leave Bank" may include hours accrued for 1) off-duty court on-call compensation; and 2) investigative services on-call compensation. Prior to July 1, 2013, the bank also included time accrued pursuant to Holiday in Lieu Pay. Employees that promote into PPMA from PPOA on or after June 1, 2014

that have hours accrued in the PPOA Leave Bank upon promotion may carry over those Leave Bank hours. Such hours may be carried over for up to five (5) years from the date of promotion.

2. The PPOA Leave Bank has no cash value except for the Buy Back program in Article V.P.4. Leave in this bank must be taken as a leave and is not cashed out at the end of employment. Further, any leave not used within five (5) years of the date of promotion shall be forfeited and removed from the leave bank. The parties acknowledge the provision in the California Labor Code Section 227.3 which provides that unless provided by an MOU, vacation leave (and the parties interpret the leave to be similar to vacation in that it can be used like vacation) can be subject to a use it or lose it provision and has no cash value.
3. An employee may use leave from this bank with his/her supervisor's approval as long as it does not cause the department to have to backfill the employee's shift with another employee to cover the shift.
4. Annual Leave Buy Back. An exception to the no cash value provision in V.P.2 is the annual Buy Back program. Employees who have at least 100 hours of leave accrued in this leave bank shall receive payment for 60 hours of leave each year. Eligibility for the Buy Back shall be based upon the leave in this bank as of the last pay period in October each year with said payment to be made by the first pay day in December. This Buy Back is mandatory, not elective.

## **VI. SEPARATION FROM CITY SERVICE**

- A. MANNER OF SEPARATION. Separation of an employee from the City service may be accomplished in any of the following alternative manners:
  1. Resignation, which may be either deliberate or automatic. Any deliberate resignation shall be submitted to the appropriate immediate supervisor at least fourteen (14) calendar days prior to an employee's actual separation from the City service.
  2. Retirement. Said act may be either for service or by virtue of disability.
  3. Discharge as a result of disciplinary action as provided for in this document.
  4. Death.
- B. LAYOFF PROCEDURE. Layoff may be initiated at the City's discretion because of a material change in job duties or organization, a shortage of work or funds. The City reserves the right to determine which services will be discontinued and which positions will be subject to this layoff procedure. Upon this determination, subject to the displacement rights stated below, the employee with the least time in the classification plus higher classifications shall be laid off first. If more than one employee is to be laid off in the same classification, the order of layoff will be from the employee with the least seniority to the employee with the greatest seniority in

the classification affected by layoff.

1. The City shall provide written notification to all employees subject to layoff at least 45 calendar days prior to the effective date. Upon request, the City shall meet with employees' representative concerning the impact of the City's decision to initiate layoff action.
2. The employees whose positions have been eliminated are entitled to downward or lateral displacement rights over other sworn employees in the Police Department with less seniority. The City shall inform affected employee of their displacement rights and said employee must inform the Human Resources Department, in writing, of their intention to exercise their displacement rights no later than three (3) working days after notification.
3. When an employee exercises his/her displacement rights, he/she must hold greater seniority in the classification in which the employee is seeking placement, plus higher classifications and may displace only the employee with the least seniority in the lower classification.
4. Seniority within a classification shall be based on continuous service within the class.
5. Employees who have been laid off shall be placed on a reemployment list and shall be offered employment into their former classification in preference of new applicants. Reemployment lists will be established by classification so that reemployment will be in reverse order of layoff.
6. When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee thereon (as measured by continuous service within the class to which reemployment is sought) will be notified by certified U.S. Mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. Notification shall be deemed completed upon deposit of the notice in the U.S. Mail. He/she must advise the City of his/her decision no later than five (5) working days following notification. If he/she accepts, he/she must report for work no later than two (2) calendar weeks from the vacancy notification date. If he/she declines, his/her name will be removed from the reemployment list and he/she forfeits all rights to which he/she would otherwise be entitled.
7. When an employee is notified of a vacancy, as noted above, and failed to respond to the notification letter within five (5) working days thereafter or accepts appointment but fails to report to work within the two-week period following notification, his/her name will be removed from the reemployment list and he/she forfeits all rights to which he/she would otherwise be entitled.
8. A person shall be dismissed for cause from a reemployment list. The individual on the reemployment list shall have no means by which to administratively or civilly contest dismissal from the reemployment list, and

the 'cause' upon which dismissal shall be based, shall be the same type of cause which could form the basis for disciplining a regular employee. The existence of such 'cause' shall be established where the Police Chief determines that probable cause exists to believe that the misconduct has occurred. No evidentiary or other hearing shall be convened in connection with the finding of such 'cause.'

## **VII. INDUSTRIAL INJURIES AND ACCIDENTS**

The State Workers' Compensation Laws, Labor Code and City policies shall govern all aspects of duty-related injuries, illnesses and accidents.

## **VIII. STANDARDS OF CONDUCT**

- A. It is expected that all City employees shall render the best possible service and reflect credit on the City; therefore, high standards of conduct are essential.
- B. Improper conduct may be cause for disciplinary action up to and including termination of employment. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity but also conduct by an employee not connected with the employee's official duties that affects the employee's ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following:
  - 1. Conviction of a criminal offense involving moral turpitude or a felony.
  - 2. Damage to public property or waste of public supplies through misconduct or negligence.
  - 3. Unauthorized absence from regular assigned duty without official leave.
  - 4. Use of fraud or misrepresentation in securing employment.
  - 5. Use of or being under the influence of intoxicating liquors or drugs while on duty.
  - 6. Insubordination.
  - 7. Negligence, which affects the safety of the employee or others.
  - 8. Conduct unbecoming to a City employee.
  - 9. Failure to perform duties.
  - 10. Failure to observe this document, or City or Departmental Rules and Regulations.
  - 11. Conduct, which discredits the City and/or City personnel.



12. For other just cause.

## **IX. DISCIPLINE AND DISCHARGE**

- A. The City agrees that employees will only be disciplined or discharged for just cause.
- B. The City agrees to follow the principles of corrective discipline with respect to offenses it deems to be minor; this is, a verbal counseling, written reprimand for the first offense; disciplinary action including, but not limited to, verbal counseling, reprimand, reduction in pay, demotion, or unpaid suspension for the second offense; and, reduction in pay, demotion, unpaid suspension or discharge for multiple offenses, as appropriate. No provision herein shall prohibit imposition of any available disciplinary action, including discharge, upon commission by an employee of a first offense. Rather, in determining the nature and severity of discipline to be imposed in any given case, the Department shall be guided by the concept of progressive penalty, and the recognition that serious acts of misconduct which have been committed for the first time during an employee's career, can justify imposition of a severe suspension or discharge.
- C. Any non-probationary employee or probationary employee who has successfully completed a probationary period in a prior sworn classification within the City receiving a notice of recommended disciplinary action which requires a predisciplinary hearing under State Law shall have fifteen (15) calendar days to request a meeting before the Police Chief. Failure to request such a hearing shall be dealt with in accordance with relevant State law.
- D. The Police Chief shall render a written decision confirming, amending, modifying or revoking the recommended action within thirty (30) calendar days following a predisciplinary meeting ("Skelly" meeting), which shall be personally served or served by certified mail to the employee's last known address as provided by the employee to the City.
- E. Any grievance/appeal of the Skelly decision shall be initiated at Step 4 of the Grievance Procedure.
- F. Miscellaneous Provisions.
  - 1 As used in this procedure, the term "calendar days" shall mean all days, between 7:30 a.m. and 6:00 p.m. The term "working day" shall mean all days City Hall is open for business, between 7:30 a.m. and 6:00 p.m.
  - 2 The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

## **X. GRIEVANCE PROCEDURE**

- A. DEFINED. A grievance is an alleged violation of a specific clause of Federal or State Law, City Charter, City Code, City Personnel Rules and Regulations, written department rules and regulations or this document. Matters for which another

method of review are provided by this document by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure. A grievance 'arises' on the date that the employee knew, or with reasonable diligence, should have known, of the basis for initiating the grievance procedure.

B. PROCEDURE. All grievances shall be presented in the following manner:

1. STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this document. Prior to filing any such written grievance, every effort will be made to resolve the matter informally. The supervisor shall render a decision in writing to the grievant within five (5) working days from the day the grievance is presented.
2. STEP 2. If the grievance is not resolved in Step 1, the grievant may appeal it to the Police Chief within ten (10) working days from the date a decision was rendered in Step 1 above. Such appeal shall be in writing and shall include: a statement of the grievance and the facts relative to it; a statement of the alleged violation of the decision; and, a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Police Chief shall arrange a meeting between himself, the aggrieved employee, the employee's representative (if applicable), and the Human Resources/Risk Management Director to review the grievance. The Police Chief or designee shall render a written decision on the grievance within fifteen (15) working days after the meeting.
3. STEP 3. If the grievance is not resolved in Step 2, the grievant may appeal it in writing to the City Manager or designee within ten (10) working days from the date a decision was rendered in Step 2 above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record; or may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within ten (10) working days of the filing of the appeal.
4. STEP 4. If the grievance is not resolved in Step 3, the grievant may submit it to a hearing officer by filing a written request to do so with the City Manager or designee within ten (10) working days from the date a decision was rendered in Step 3 above.
5. HEARING PROCEDURES
  - a. The City Manager or designee shall request a panel of advisory arbitrators from the California State Mediation and Conciliation Service within fifteen (15) working days of receiving such a request; and, select three (3) advisory arbitrators from that panel. The aggrieved employee shall select one (1) of the three (3) to serve as the Advisory Arbitrator. All costs billed by the arbitrator shall be equally borne by the parties.

- b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.
- c. Expenses for the Advisory Arbitrator's services and the hearing shall be borne equally by the City and the employee, provided, however, that each party shall be responsible for compensating its own special or expert witness.
- d. The hearing shall be recorded by a certified reporter. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request. The party requesting a transcript shall be solely responsible for the cost of the same unless a transcript is required by the arbitrator. In such case, the parties shall equally bear the cost of the arbitrator's transcript and bear their own cost of individual transcripts.
- e. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

6. CITY COUNCIL REVIEW.

- a. For disciplinary matters, the City Manager, the Police Chief, the Police Chief's designee, or the affected employee may request the City Council to review the decision rendered by a Hearing Officer pursuant to Step 4. The request for the City Council to review the decision must be made in writing to the Human Resources/Risk Management Director within 45 calendar days of issuance of the Hearing Officer's decision to each party. The City Council will have 60 calendar days from the date the written appeal is received by the Human Resources Department to complete its independent review of the record of the hearing and render a written decision. Any City Council action as a result of that review shall be administratively final and binding upon the parties. If neither affected party files an appeal to the City Council, the Hearing Officer's decision will be final and will be implemented.
- b. For a grievance as defined in X.A., the Police Chief, City Manager, Human Resources Department, or appropriate management designee, or the grievant may request the City Council to review the decision rendered by a Hearing Officer pursuant to Step 4. The request for the

City Council to review the decision must be made in writing to the Human Resources/Risk Management Director within 45 calendar days of the issuance of the Hearing Officer's decision to each party. The City Council will have 60 calendar days from the date the written appeal is received by the Human Resources Department to complete its independent review of the record of the hearing and render a written decision. Any City Council action as a result of that review shall be administratively final and binding upon the parties. If neither affected party files an appeal to the City Council, the Hearing Officer's decision will become final and will be implemented.

- C. WORKING DAYS DEFINED. As used in this procedure, the term "working days" shall mean all days City Hall is open for business, between 7:30 a.m. and 6:00 p.m.
- D. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

#### **XI. NO STRIKE CLAUSE**

- A. It is agreed and understood that there will be no strike, sympathy strike, work stoppage, slow-down picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Police Managers' Association or by its officers, agents or members during the term of this Memorandum of Understanding. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
- B. The Police Managers' Association recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing its members to do so. In the event of a strike, work stoppage, slowdown, as prohibited in this Section or other interference with the operations of the City by Police Managers' Association members, the Police Managers' Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.
- C. It is understood that any employee violating this article may be subject to discipline up to and including termination and/or permanent replacement by the City.
- D. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges or services provided for in this Memorandum of Understanding or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Police Managers' Association.
- E. The expiration or violation of this Agreement shall not prejudice the City's right to assert the illegality of such activities mentioned above if engaged in by the Police Managers' Association or its members.
- F. Both the City and the Police Managers' Association understand that they each have a right to seek legal protection of their respective interests under this Section.

**XII. SAVINGS PROVISION**

If a provision or the application of any provision of this Memorandum of Understanding as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Agreement.

**XIII. BINDING ON SUCCESSORS**

This agreement shall be binding upon the successors and assigns of the parties hereto.

**XIV. MAINTENANCE OF EXISTING BENEFITS**

Except as provided herein, there shall be no change in wages, hours or other fringe benefits presently enjoyed by affected employees during the term of this Agreement.

**XV. CONCLUSIVENESS OF AGREEMENT**

The Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and the City and the Police Managers' Association agree that, subject to approval by the City Council of the City, the wages, hours, and other terms and conditions of employment of all affected employees shall be as set forth herein. This Memorandum of Understanding shall supersede any contrary provisions of any ordinances, City Code sections, department rules, regulations and/or policies, Personnel Rules and Regulations, or prior Memorandums of Understanding.

**XVI. TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, notwithstanding dates otherwise specified herein, shall be effective for the period of July 1, 2019 to June 30, 2021 to and from year to year thereafter, unless one (1) party serves notice on the other of its intent to modify the Agreement, one hundred and twenty (120) days or more prior to the annual expiration date.

The City is updating its current human resources and payroll system. During the implementation, issues may arise that require a modification to terms and conditions of employment. If those proposed modifications are subject to meet and confer pursuant to Government Code Section 3504 and this MOU, the parties agree to meet and confer regarding said issues and proposed modifications.



**XVII. APPROVAL AND IMPLEMENTATION BY CITY COUNCIL**

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Police Managers' Association.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**THE CITY OF POMONA:**

**THE POMONA POLICE MANAGERS' ASSOCIATION:**

By: \_\_\_\_\_  
Linda Lowry  
City Manager

By: \_\_\_\_\_  
Marcus Perez  
President

By: \_\_\_\_\_  
Linda Matthews  
Human Resources/  
Risk Management Director

By: \_\_\_\_\_  
Anthony Catanese  
Member

By: \_\_\_\_\_  
Chris Munoz  
Senior Human Resources Analyst

**APPROVED, RATIFIED, AND ORDERED IMPLEMENTED BY THE COUNCIL OF THE CITY OF POMONA ON THIS 9<sup>th</sup> DAY OF SEPTEMBER 2019.**

ATTEST BY: \_\_\_\_\_  
ROSALIA BUTLER  
CITY CLERK

BY \_\_\_\_\_  
TIM SANDOVAL  
MAYOR

APPROVED AS TO FORM: \_\_\_\_\_  
SONIA CARVALHO  
CITY ATTORNEY

## APPENDIX A SALARY RANGES AND RATES

Approximate salary rates. Actual rates to be calculated by payroll system.

### Approximate Monthly Salary Effective October 1, 2018

Job Classification	Scale	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	PM-0010	9,632	10,122	10,646	11,184	11,760
Police Lieutenant with EPMC	PM9-0010	10,499	11,033	11,604	12,190	12,819
Police Captain	PM-0020	11,074	11,642	12,241	12,862	13,524
Police Captain with EPMC	PM9-0020	12,070	12,690	13,343	14,020	14,741

### Approximate Monthly Salary Effective October 1, 2019 – 5%

Job Classification	Scale	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	PM-0010	10,114	10,628	11,178	11,743	12,348
Police Lieutenant with EPMC	PM9-0010	11,024	11,585	12,184	12,800	13,460
Police Captain	PM-0020	11,628	12,224	12,853	13,505	14,200
Police Captain with EPMC	PM9-0020	12,674	13,325	14,010	14,721	15,478

### Approximate Monthly Salary Effective October 1, 2020 – 5%

Job Classification	Scale	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	PM-0010	10,620	11,159	11,737	12,330	12,965
Police Lieutenant with EPMC	PM9-0010	11,575	12,164	12,793	13,440	14,133
Police Captain	PM-0020	12,209	12,835	13,496	14,180	14,910
Police Captain with EPMC	PM9-0020	13,308	13,991	14,711	15,457	16,252

**RESOLUTION NO. 2019-135**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POMONA APPROVING, RATIFYING, AND ORDERING IMPLEMENTATION OF A TWO (2) YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMONA AND THE POMONA POLICE MANAGERS' ASSOCIATION FROM JULY 1, 2019 THROUGH JUNE 30, 2021**

**WHEREAS**, the current Memorandum of Understanding between the City of Pomona and the Pomona Police Managers' Association (PPMA) expires on June 30, 2019;

**WHEREAS**, City representatives negotiated a tentative agreement with the PPMA, which, if approved, will be for the term beginning July 1, 2019 through June 30, 2021; and

**WHEREAS**, the City Council has the authority to approve and ratify a contract with the City's employee associations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pomona, California as follows:

**SECTION 1.** That the Memorandum of Understanding between the City of Pomona and the PPMA for the period of July 1, 2019 through June 30, 2021, attached hereto as Exhibit A, shall be approved, ratified, and ordered implemented.

**SECTION 2.** That the City Manager of the City of Pomona is hereby authorized, empowered, and directed to enter into this Agreement for and on behalf of the City of Pomona.

**SECTION 3.** The City Clerk is directed to attest the execution of the Memorandum of Understanding.


**SECTION 4.** The City Clerk shall certify to the passage and adoption of this resolution, and it shall become effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of September, 2019.

**CITY OF POMONA:**

  
\_\_\_\_\_  
Tim Sandoval  
Mayor

**APPROVED AS TO FORM:**


  
\_\_\_\_\_  
Sonia Carvalho  
City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Rosalia A. Butler, MMC  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of Pomona at a regular meeting thereof held on September 9, 2019 by the following vote of the Council:

AYES: Garcia, Gonzalez, Lustro, Ontiveros-Cole, Preciado, Torres, Sandoval  
NOES: None  
ABSTAIN: None  
ABSENT: None

  
\_\_\_\_\_  
Rosalia A. Butler, MMC  
City Clerk